

## AMENDMENT NO. 2

This Amendment modifies Contract No. 1590-14861, for Oblique Aerial Mission by and between the County of Cook, Illinois, herein referred to as "County" and Pictometry International Corp., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

### RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on January 18, 2017, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Oblique Aerial Mission (hereinafter referred to as the "Services") from February 1, 2017 through January 31, 2020, in an amount not to exceed \$224,437.50, with two (2), one-year renewal options; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on November 8, 2017, to correct scrivener's errors to ensure accurate construction of the Contract; and

Whereas, the Contract will expire January 31, 2020, and the agreed upon Services are still required; and

Whereas, an increase of the Contract amount is required for the continuation of Services; and pursuant to Article 10 Section C of the Contract, the County and Contractor desire to increase the Contract in the amount of \$53,437.50; and

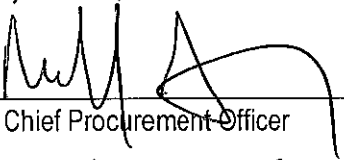
Whereas, pursuant to Article 4 Section C of the Contract, the County and Contractor desire to renew the Contract for twelve (12) months beginning on February 1, 2020 through January 31, 2021.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is renewed through January 31, 2021.
2. The Contract is increased by \$53,437.50 and the Total Contract Amount is revised to \$277,875.00.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The attached updated of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan Forms, Certificate of Insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to authority of the Chief Procurement Officer the County and Contractor have caused this Amendment No. 2 to be executed on the date and year last written below.

County of Cook, Illinois

By:   
Chief Procurement Officer

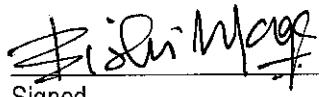
Date: 12.20.19

By: N/A  
State's Attorney (if applicable)

N/A  
Type or print name (if applicable)

Date: N/A

Pictometry International Corp.

  
Signed

Rishi Daga  
Type or print name

CEO  
Title

Date: November 25, 2019

## ATTACHMENT A

**AMENDMENT NO. 2 TO AGREEMENT 1590-14861 BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
COOK COUNTY, IL ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement 1590-14861 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms

Map

2. **MODIFICATIONS TO AGREEMENT:**

The Products set forth in Section A of this Amendment shall be added to the Agreement as the Fourth Project and shall be subject to the terms and conditions set forth in the Agreement.

3. All other terms and conditions set forth in the Agreement not expressly modified herein shall remain full force and effect.

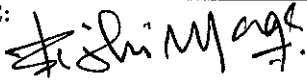
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

<b>CUSTOMER NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
Cook County Bureau of Technology 69 W Washington St, 27th Floor Chicago, IL 60602	25 Methodist Hill Drive Rochester, NY 14623
Attn: Todd Schuble, GIS Manager	Attn: General Counsel
Phone: (312) 603-1411	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>COOK COUNTY, IL</b> (entity type)	<b>PICTOMETRY INTERNATIONAL CORP.</b> a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b> 
<b>NAME:</b>	<b>NAME:</b> <i>Rishi Daga</i>
<b>TITLE:</b>	<b>TITLE:</b> <i>CEO</i>
<b>DATE:</b>	<b>EXECUTION DATE:</b> <i>November 25, 2019</i>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

# SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #

C15238972

### BILL TO

Cook County, IL  
Jim Gavin, Vendor Contract Manager  
Richard J. Daley Center  
Chicago, IL 60602  
(312) 603-3262  
jim.gavin@cookcountyil.gov

### SHIP TO

Cook County, IL  
Todd Schuble, GIS Manager  
Cook County Bureau of Technology  
69 W Washington St, 27th Floor  
Chicago, IL 60602  
(312) 603-1411  
todd.schuble@cookcountyil.gov

### CUSTOMER ID

A117110

### SALES REP

Idavis

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
225	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	Product includes 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$250.00	\$237.50 (5%)	\$53,437.50
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$750.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	Pictometry for Esri Web AppBuilder	Pictometry for Esri Web AppBuilder is a server based widget for installation on Customer's server that allows users with valid Pictometry Connect accounts to access oblique and orthogonal imagery within web applications authored using Web AppBuilder for ArcGIS (Developer Edition) available separately from Esri. Requires a Pictometry Connect account. Applicable Terms and Conditions: Software License Agreement	\$1,990.00	\$0.00 (100%)	\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, five (5) hours of	\$0.00		\$0.00

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
		telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement			
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seaf)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - CA - 250	Pictometry Connect - CA - 250 (Custom Access) provides up to 250 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$6,750.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00

Thank you for choosing Pictometry as your service provider.

**TOTAL FOURTH PROJECT** \$53,437.50

\*Amount per product = ((1-Discount %) \* Qty \* List Price)

#### FOURTH PROJECT

Due at Initial Shipment of Imagery \$53,437.50

**Total Payments** \$53,437.50

#### PRODUCT PARAMETERS

##### IMAGERY

**Product:**

**IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector**

**Leaf:**

Leaf Off: Less than 30% leaf cover

##### STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- Seasonal variations caused by images taken at different times during a season, or during different seasons;
- Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

##### CONNECT

**Product:**

**Pictometry Connect View - CA**

**Admin User Name:**

Michael Hammer

**Admin User Email:**

michael.hammer@cookcountyil.gov

**Geofence:**

IL Cook

**Product:**

**Pictometry Connect - CA - 250**

*Admin User Name:*  
*Admin User Email:*  
*Geofence:*

Michael Hammer  
michael.hammer@cookcountyll.gov  
IL Cook

## CONNECT-SERVER INTEGRATION

*Product:*  
*Server Integration:*  
*Technical Contact:*  
*Company Name:*  
*Phone Number:*  
*Email Address:*

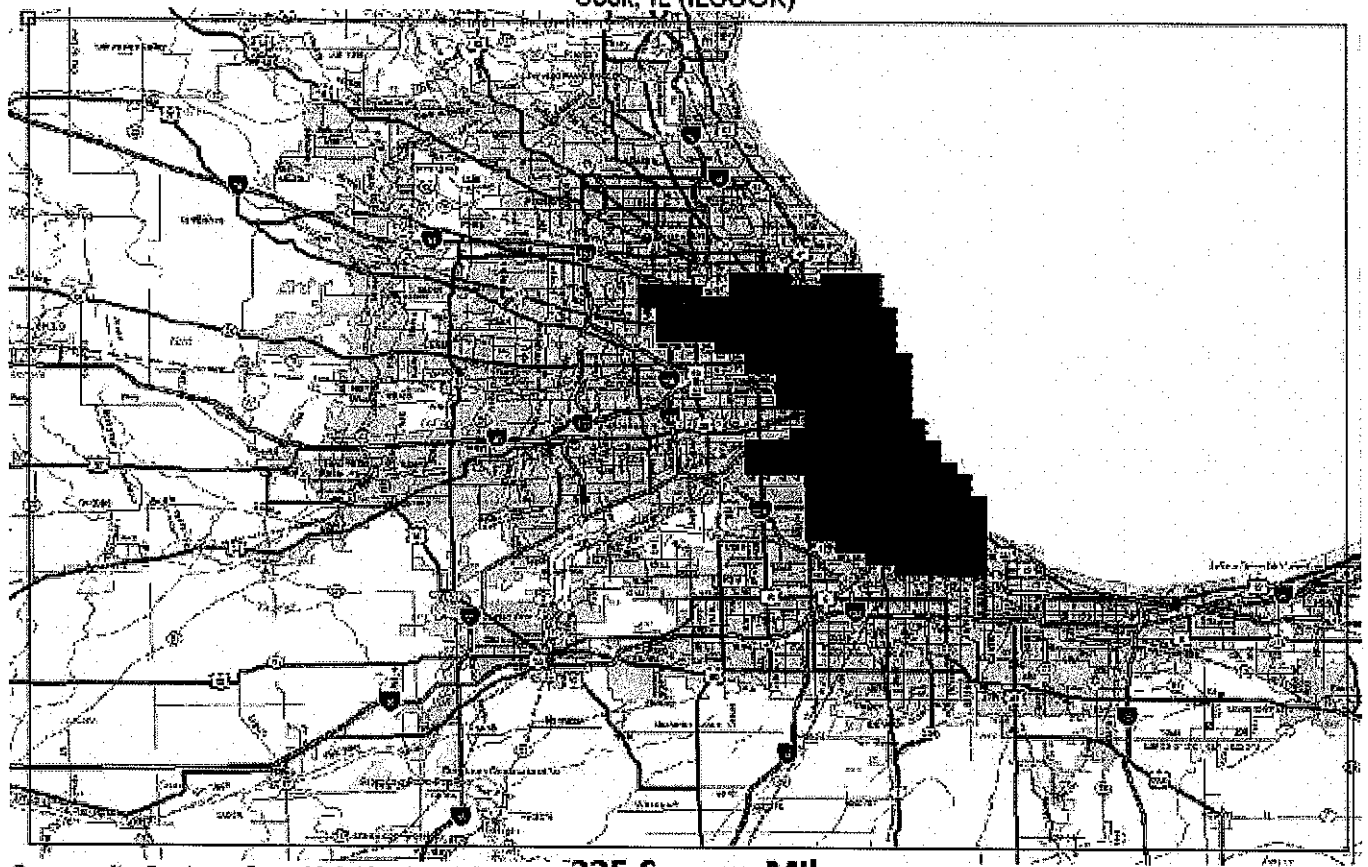
**Pictometry for Esri Web AppBuilder**  
Web AppBuilder (Both Visualization and Analytics)

### **RapidAccess—Disaster Response Program (“DRP”)**

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

Cook, IL (ILCOOK)



Community Sectors: 0    Neighborhood Sectors: **225 Square Miles**



**Amendment #2 1590-14861**  
**Attachment A**  
**Revised Exhibit #2**



Proposal for: Cook County, IL  
Project Name: ILCOOK17-Amendment to C180039 - Imagery  
Project #4  
Quote Number: Q-46656  
Term: 1 Year(s)  
Number of Projects: 1

EagleView Rep: Lowell Davis  
Phone Number:  
Email: lowell.davis@eagleview.com  
Expiration Date:  
Targeted Capture: 2020-b-Spring

**Single Project Summary**

1 Project over 1 year(s)

Project 1 Total: \$53,437.50





Proposal for: Cook County, IL  
Project Name: ILCOOK17-Amendment to C180039 - Imagery  
Project #4  
Contract Term: 1 Year(s)  
Number of Projects: 1

EagleView Rep: Lowell Davis  
Expiration Date:  
Targeted Capture: 2020-b-Spring

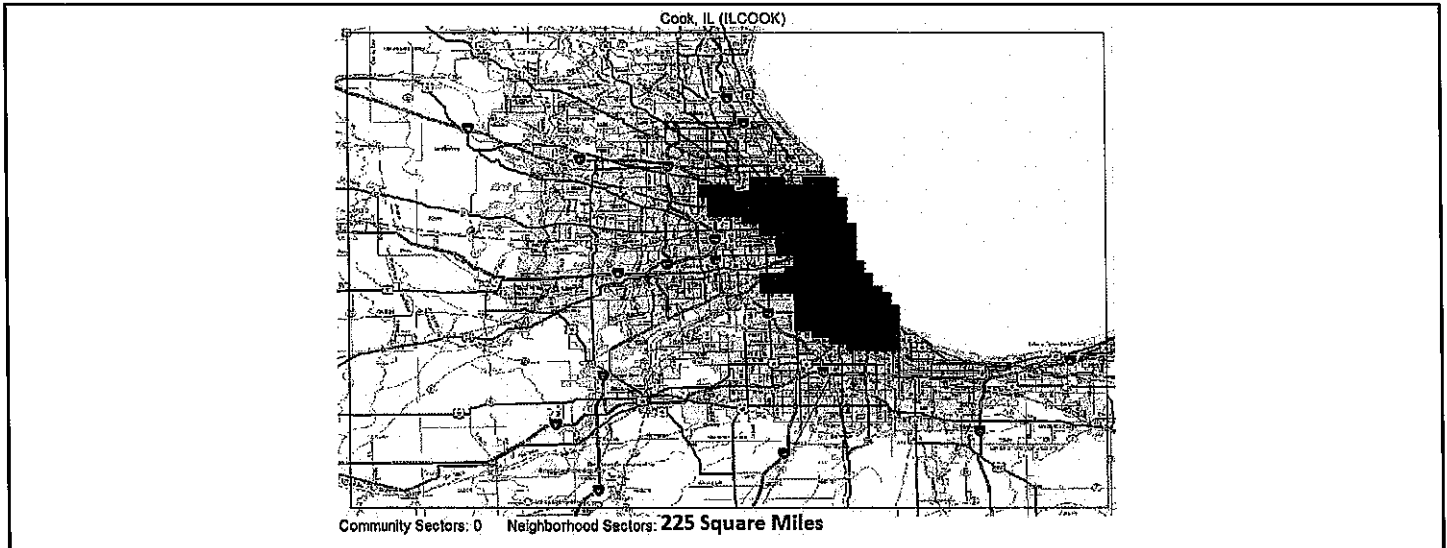
Project 1

Qty	Product	List Price	Discount (%)	Subtotal
225	IMAGERY - NEIGHBORHOOD - 4-way (N5) (6in) Per Sector	\$250.00	5	\$53,437.50
1	Pictometry Connect - CA - 250	\$6,750.00	100	\$0.00
1	Pictometry Connect View - CA	\$750.00	100	\$0.00
1	Pictometry Connect - EarlyAccess	\$10,000.00	100	\$0.00
1	RapidAccess - Disaster Response Program	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	\$199.00	100	\$0.00
1	Oblique Imagery Bundle with One (1) Year of EFS Maintenance & Support	\$0.00		\$0.00
1	Pictometry for Esri Web AppBuilder	\$1,990.00	100	\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	\$0.00		\$0.00
Project 1 TOTAL:				\$53,437.50

TOTAL: \$53,437.50

Proposal for: Cook County, IL  
Project Name: ILCOOK17-Amendment to C180039 - Imagery  
Project #4  
Contract Term: 1 Year(s)  
Number of Projects: 1

EagleView Rep: Lowell Davis  
Expiration Date:  
Targeted Capture: 2020-b-Spring



## ATTACHMENT B

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input checked="checked" type="checkbox"/>	<b>OCPO ONLY:</b> Disqualification Check Complete
--	---

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1590-14861	Date: September 25, 2019
Total Bid or Proposal Amount: \$277,875	Contract Title: Oblique Aerial Imagery
Contractor: Pictometry International Corp.	Subcontractor/Supplier/ Subconsultant to be N/A added or substitute:
Authorized Contact for Contractor: Lowell Davis	Authorized Contact for Subcontractor/Supplier/ N/A Subconsultant:
Email Address (Contractor): lowell.davis@eagleview.com	Email Address (Subcontractor): N/A
Company Address 25 Methodist Hill Drive (Contractor):	Company Address N/A (Subcontractor):
City, State and Zip (Contractor): Rochester, NY 14623	City, State and Zip N/A (Subcontractor):
Telephone and Fax (Contractor): (585) 486-0093 / (585) 486-0098	Telephone and Fax N/A (Subcontractor):
Estimated Start and Completion Dates (Contractor): Spring 2017, 2018, 2019, and 2020	Estimated Start and Completion Dates N/A (Subcontractor):

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
N/A	N/A

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Pictometry International Corp.

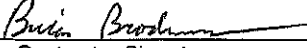
Contractor

Brian Brockmann

Name

Corporate Vice President

Title

  
 Prime Contractor Signature

10/2/2019  
 Date



**TONI PRECKWINKLE**

PRESIDENT

**Cook County Board  
of Commissioners**

BRANDON JOHNSON  
1st District

DENNIS DEER  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DEGNEN  
12th District

LARRY SUFFREDIN  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**EDWARD H. OLIVIERI**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

November 26, 2019

Mr. Raffi Sarrafian  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1590-14861 (Amendment No.2)  
Oblique Aerial Mission  
Bureau of Technology- GIS

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women-owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

**Bidder:** Pictometry International Corp.  
**Original Contract Value:** \$224,437.00  
**Increased Contract Value:** \$53,437.50 (Amendment No. 2)  
**New Contract Value:** \$277,875.00  
**Extended Contract Term:** 12 months  
**New Contract Term:** February 1, 2020 through January 31, 2021  
**Contract Goal:** 35% MBE/WBE

**Full MBE/WBE Waiver Granted:** Due to the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.

Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivier  
Contract Compliance Director  
EHO/ae

cc: Angela Sanchez, OCPO  
Todd Schuble, BOT-GIS



November 26, 2019

VIA EMAIL: [aleatha.easley@cookcountyil.gov](mailto:aleatha.easley@cookcountyil.gov)  
Aleatha Easley  
Bureau of Finance, Cook County  
118 North Clark Street, Room 1020  
Chicago, IL 60602

Re: MBE/WBE Participation – Walver Request

Dear Ms. Easley:

Due to the specialized nature of Pictometry's products, we request a full waiver of the MBE/WBE participation requirements for this additional scope of work. Pictometry uses aircraft that has been specially modified to outfit custom aerial sensors and computer equipment. Once these aircraft are modified, each of them goes through the required FAA certification process. The pilots that operate these aircraft have extensive training in operating not only the aircraft, but the aerial sensors and related computer equipment installed in the plane. Pictometry's ability to subcontract the imagery capture process in order to meet this participation requirement would be economically infeasible due to the specialized nature of its technologies. Once the oblique imagery is collected, it is processed at our headquarters in Rochester, NY using patented software programs that have been developed by Pictometry. A team of highly trained imagery technicians and project managers work with the captured imagery from receipt of the hard drives from the pilot to completion of the processing stage. This work would not be able to be completed without the hardware and software systems that are located at Pictometry's headquarters; therefore, the image processing could not be outsourced to a third party. Other deliverables required by Cook County, including geodatabase design and metadata production, are automated production processes at Pictometry. Production of these deliverables in any other manner would be a manual process.

Sincerely,

DocuSigned by:  
*Brian Brockmann*  
819C68280FF1419

Brian Brockmann  
Corporate Vice President



## ***MBE/WBE Participation***

Due to the specialized nature of Pictometry's products, we request a full waiver of the MBE/WBE requirements in this RFP. Pictometry uses aircraft that has been specially modified to outfit custom aerial sensors and computer equipment. Once these aircraft are modified, each of them goes through the required FAA certification process. The pilots that operate these aircraft have extensive training in operating not only the aircraft, but the aerial sensors and related computer equipment installed in the plane. Pictometry would not be able to subcontract the imagery capture part of its process due to the specialized nature of its technologies. Once the oblique imagery is collected, it is processed at our headquarters in Rochester, NY using over 37 patented software programs that have been developed by Pictometry. A team of highly trained imagery technicians and project managers work with the captured imagery from receipt of the hard drives from the pilot to completion of the processing stage. This work would not be able to be completed without the hardware and software systems that are located at Pictometry's headquarters; therefore, the image processing could not be outsourced to a third party. Other deliverables required by Cook County including geodatabase design and metadata production are automated production processes at Pictometry. Production of these deliverables in any other manner would be a manual process.



**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

☒ **FULL MBE WAIVER**

☒ **FULL WBE WAIVER**

☐ **REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**

\_\_\_\_\_ % of Reduction for MBE Participation

\_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- ☐ (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- ☒ (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- ☐ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- ☐ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- ☐ (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- ☐ (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- ☐ (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- ☐ (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

**D. OTHER RELEVANT INFORMATION**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



# CERTIFICATE OF LIABILITY INSURANCE

6/20/2020

DATE (MM/DD/YYYY)

6/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	<b>CONTACT NAME:</b> <b>PHONE (A/C No. Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C No.):</b>																					
<b>INSURED:</b> 1401992 Eagle View Technologies, Inc. Pictometry International Corp. 25 Methodist Hill Drive Rochester NY 14623	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>National Fire Insurance Co of Hartford</td><td>20478</td></tr><tr><td>INSURER B:</td><td>The Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER C:</td><td>Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER D:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Fire Insurance Co of Hartford	20478	INSURER B:	The Continental Insurance Company	35289	INSURER C:	Columbia Casualty Company	31127	INSURER D:	Valley Forge Insurance Company	20508	INSURER E:			INSURER F:		
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**COVERAGES PICTO-I****CERTIFICATE NUMBER:** 14367567**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6078602551	6/20/2019	6/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	Y	Y	6078602548	6/20/2019	6/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp./Coll. Ded \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	6078602565	6/20/2019	6/20/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	6078602520 (AOS) 6078602534 (CA)	6/20/2019 6/20/2019	6/20/2020 6/20/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O/Prof Liab/Cyber	N	N	596672378 (E&O/Cyber)	6/20/2019	6/20/2020	\$10,000,000 ea claim/agg \$100,000 retention Retro Date 5/7/2007

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cook County, its officials, employees and agents are included as an Additional Insured as respects all policies with the exception of Workers Compensation and Professional Liability. This insurance shall be primary and non-contributory with any insurance maintained by Cook County - Endorsement to follow for Auto. Waiver of Subrogation included on all policies with the exception of Professional Liability. A 30 Day Prior Notice of Cancellation is included on all policies with the exception of Professional Liability - Endorsements to follow for General Liability, Auto Liability, Umbrella and Workers Compensation Policies.

**CERTIFICATE HOLDER**

14367567

Office of the Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Chicago IL 60602**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
<b>1</b>	<b>Instructions for Completion of EDS</b>	<b>EDS i - ii</b>
<b>2</b>	<b>Certifications</b>	<b>EDS 1- 2</b>
<b>3</b>	<b>Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form</b>	<b>EDS 3 - 12</b>
<b>4</b>	<b>Cook County Affidavit for Wage Theft Ordinance</b>	<b>EDS 13-14</b>
<b>5</b>	<b>Contract and EDS Execution Page</b>	<b>EDS 15</b>
<b>6</b>	<b>Cook County Signature Page</b>	<b>EDS 16</b>

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

*EDS* means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*Lobby or lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Prohibited Acts* means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

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**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County

- a) Is Applicant a "Local Business" as defined above?

Yes: ☐ No: ☒

- b) If yes, list business addresses within Cook County:

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- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☐ No: ☒

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.



**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX  
NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. County reserves the right to request additional information to verify veracity of information contained in this statement.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☒ Amended Statement

Identifying Information:

Name Pictometry International Corp.

D/B/A: \_\_\_\_\_ FEIN # Only: 16-1595473

Street Address: 25 Methodist Hill Drive

City: Rochester State: NY Zip Code: 14623

Phone No.: 585-486-0093 Fax Number: 585-486-0098 Email: customerservice@eagleview.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
EagleView Technology Corporation,	10900 NE 4th St Suite 800, Bellevue WA 98004	100% Parent

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? { ☒ } Yes { ☐ } No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
EagleView Technology Corporation,	10900 NE 4th St Suite 800, Bellevue WA 98004		100% Parent

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Rishi Daga,	10900 NE 4th St Suite 800, Bellevue WA 98004,	Chief Executive Officer	
Jay Martin, David Silverman;	" "	Corporate Vice President	
Brian Brockmann,	25 Methodist Hill Drive, Rochester NY 14623,	Corporate Vice President	
Thom Salter/James Michael Powers/Carl Schoenthal			
Raymond Dawber/Gregory Schwerzler	" "	Vice President	

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☐ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Brian Brockmann

Name of Authorized Applicant/Holder Representative (please print or type)

Brian Brockmann

Signature

brian.brockmann@eagleview.com

E-mail address

Subscribed to and sworn before me  
this 12<sup>th</sup> day of November 2019.

X

Notary Public Signature

Corporate Vice President

Title

11/12/19

Date

Phone Number

County of Monroe  
State of New York

My commission expires

HEATHER R. CURRAN  
Notary Public, State of New York  
Monroe County, Reg. #01CU6224989  
Commission Expires 7/19/2022

Notary Seal

# **COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☐ Applicant or ☒ Stock/Beneficial Interest Holder

This Statement is an: ☐ Original Statement or ☐ Amended Statement

**Identifying Information:**

Name Eagleview Technology Corporation

D/B/A: \_\_\_\_\_ FEIN # Only: 46-1882486

Street Address: 10900 NE 4th St Suite 800

City: Bellevue State: WA Zip Code: 98004

Phone No.: (855) 984-6590 Fax Number: \_\_\_\_\_ Email: customerservice@eagleview.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
------	---------	---


2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------


3. Is the Applicant constructively controlled by another person or Legal Entity? [ ☒ ] Yes [ ☐ ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Phoenix Topco, Inc.	10900 NE 4th St Suite 800, Bellevue WA 98004	100%	Parent


**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
------	---------	--	----------------

Brian Sheth	10900 NE 4th St Suite 800, Bellevue WA 98004	Chairman	
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Rishi Daga	10900 NE 4th St Suite 800, Bellevue WA 98004	CEO	
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Jay Martin	10900 NE 4th St Suite 800, Bellevue WA 98004	Corporate Vice President	
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Robert Locke	10900 NE 4th St Suite 800, Bellevue WA 98004	President - Government Solutions	
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Frank Giuffrida	10900 NE 4th St Suite 800, Bellevue WA 98004	Executive Vice President - Engineering	
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**Declaration (check the applicable box):**

- ☐ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Rishi Daga  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

rishi.daga@eagleview.com  
E-mail address

Subscribed to and sworn before me  
this 12<sup>th</sup> day of Nov, 2019.

X [Signature]  
Notary Public Signature

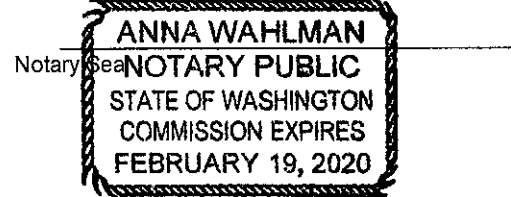
CEO  
Title

Nov. 12, 2019  
Date

Phone Number

County of King  
State of Washington

My commission expires: 2/19/2020





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |



**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**Name of Person Doing Business with the County: Pictometry International Corp.Address of Person Doing Business with the County: 25 Methodist Hill Drive, Rochester NY 14623Phone number of Person Doing Business with the County: 585-486-0093Email address of Person Doing Business with the County: customerservice@eagleview.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Brian Brockmann - Corporate Vice President - 585-487-1480

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1590-14861

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 277,875

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Jim Gavin

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Todd Schuble

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- ☐ The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- ☒ The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The familial relationships are as follows:

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*If more space is needed, attach an additional sheet following the above format.*

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The familial relationships are as follows:

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible  
for the General  
Administration of the  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

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Name of Agent Authorized  
to Execute Documents for  
Business Entity Doing  
Business with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

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Name of Employee of  
Business Entity Directly  
Engaged in Doing Business  
with the County

Name of Related County  
Employee or State, County or  
Municipal Elected Official

Title and Position of Related  
County Employee or State, County  
or Municipal Elected Official

Nature of Familial  
Relationship\*

\_\_\_\_\_  
\_\_\_\_\_  
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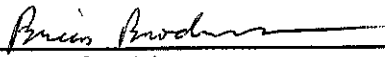
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*If more space is needed, attach an additional sheet following the above format.*

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

11/12/2019  
Date

**SUBMIT COMPLETED FORM TO:**

Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

**I. Contract Information:**

Contract Number: 1590-14861

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Pictometry International Corp.

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 16-1595473

Date of Birth: \_\_\_\_\_

E-mail address: customerservice@eagleview.com

Street Address: 25 Methodist Hill Drive

City: Rochester

State: NY

Zip: 14623

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO Employee*

*Classification Act, 820 ILCS 185/1 et seq., YES or NO*

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

*Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.  
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete

Signature: Brian Brockmann Date: 11/12/19  
Name of Person signing (Print): Brian Brockmann Title: Corporate Vice President

Subscribed and sworn to before me this 12th day of November, 2019

X [Signature] Notary Public Signature  
Notary Seal  
HEATHER R. CURRAN  
Notary Public, State of New York  
Monroe County, Reg. #01CU6224989  
Commission Expires 7/19/2022

Note: The above information is subject to verification prior to the award of the Contract.

County of Monroe  
State of New York  
My commission expires: 7/19/22

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 1590-14861

County Using Agency (requesting Procurement): \_\_\_\_\_

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): Eagleview Technology Corporation

Substantial Owner Complete Name: \_\_\_\_\_

FEIN# 46-1882486

Date of Birth: \_\_\_\_\_ E-mail address: customerservice@eagleview.com

Street Address: 10900 NE 4th St Suite 800

City: Bellevue State: WA Zip: 98004

Home Phone: ( ) \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

*Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

*Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

*Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO Employee*

*Classification Act, 820 ILCS 185/1 et seq., YES or NO*

*Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

*Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
**YES or NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
**YES or NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
**YES or NO**

Other factors that the Person or Substantial Owner believe are relevant.  
**YES or NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Rishi Daga Date: Nov. 12, 2019

Name of Person signing (Print): Rishi Daga Title: CEO

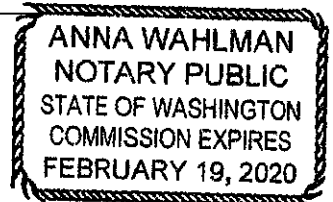
Subscribed and sworn to before me this 12<sup>th</sup> day of November, 2019

X Anna Wahlman  
 Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.

County of King  
 State of Washington  
 My commission expires: 2/19/2020



## SECTION 5

**CONTRACT AND EDS EXECUTION PAGE**  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

**Execution by Corporation**

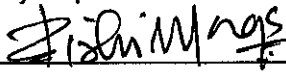
Pictometry International Corp.

Corporation's Name

585-486-0093

Telephone

Secretary Signature



President's Printed Name and Signature

rishi.daga@eagleview.com

Email

November 26, 2019

Date

**Execution by LLC**

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

**Execution by Partnership/Joint Venture**

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

**Execution by Sole Proprietorship**

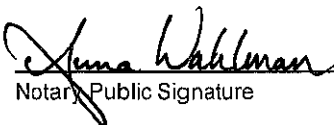
Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

26<sup>th</sup> day of Nov., 2019.


Notary Public Signature

 County of King  
 State of Washington

My commission expires: 2/19/2020

Notary Seal

**ANNA WAHLMAN**  
**NOTARY PUBLIC**  
 STATE OF WASHINGTON  
 COMMISSION EXPIRES  
**FEBRUARY 19, 2020**

\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.